



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	A	Contract Number	
M	<input type="checkbox"/>	Change							
X	<input type="checkbox"/>	Cancel							
County Department					Dept.		Orgn.	Contractor's License No.	
SHERIFF					SHR		SHR		
County Department Contract Representative					Ph. Ext.		Amount of Contract		
WENDY BRITT					(909) 387-3746		\$180,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
AAA	SHR	SHR	200	2445					
Commodity Code			Estimated Payment Total by Fiscal Year						
			FY	Amount	I/D	FY	Amount		
Project Name			99/00	45,000		02/03	45,000		
Mentally Ill Offender			00/01	45,000					
Crime Reduction Grant			01/02	45,000					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Foundation for California State University – San Bernardino (CSUSB) hereinafter called CONTRACTOR

Address 5500 University Parkway

San Bernardino, CA 92407-2397

Phone (909) 880-5929 Birth Date _____

Federal ID No. or Social Security No. 95-6067343

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, COUNTY desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this contract, and

WHEREAS, CONTRACTOR has the skills and knowledge necessary to provide services for the County Sheriff's Department;

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions as follows:

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ATTACHMENT I - SERVICE DESCRIPTION

I. SCOPE OF SERVICES

CONTRACTOR will obtain and analyze statistical data on participants in the Mentally Ill Offender Crime Reduction Act Demonstration Project as specified in Attachment I.

II. DURATION

This contract shall be effective upon approval by the County Board of Supervisors and shall remain in effect through December 31, 2003, inclusive. Modifications shall be made by written agreement of the authorized representatives of the parties.

III. COMPENSATION AND METHOD OF PAYMENT

The maximum financial obligation of the County under this contract is Forty Five Thousand Dollars (\$45,000) per year, for a total of One Hundred Eighty Thousand Dollars (\$180,000). Nine Thousand Dollars (\$9,000) to be paid on Board approval of contract; balance is to be paid on monthly invoicing from CONTRACTOR.

IV. PROJECT LIAISON FOR COUNTY

Kathy Wild
Health Services Manager
San Bernardino County Sheriff's Department
West Valley Detention Center
9500 Etiwanda Avenue
Rancho Cucamonga, CA 91739
Phone: (909) 463-5007 Fax: (909) 463-5108
E-mail: kwild@sanbernardinosherriff.org

The Project Liaison shall work directly with the CONTRACTOR's project staff, and is responsible to the COUNTY for the proper management and conduct of the contract.

V. CONTRACTOR'S PROJECT DIRECTOR

Professor Dale Sechrest
Department of Criminal Justice
California State University – San Bernardino
5500 University Parkway
San Bernardino, CA 92407-2397
Phone: (909) 880-5566 Fax: (909) 880-7025
E-mail: dsechres@csusb.edu

The CONTRACTOR's Project Directors shall be responsible for the technical, scientific, and programmatic aspects of the contract.

VI. CONTRACTOR'S FOUNDATION ADMINISTRATIVE OFFICER

Charles A. (Stan) Stanley
Grants and Contracts Manager
Foundation for CSUSB
5500 University Parkway
San Bernardino, CA 92407
Phone: (909) 880-5918
E-mail: cstanley@csusb.edu

The Administrative Officer shall be responsible for matters of contract fiscal administration and reporting.

VII. TERMINATION

Either the COUNTY or the CONTRACTOR may terminate this contract upon thirty (30) days written notification. The CONTRACTOR, in the event of termination, will be reimbursed for any non-cancelable obligations properly incurred prior to the date of notice of termination.

VIII. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

IX. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. Workers' Compensation – A program of Workers' Compensation insurance or State-approved Self-Insurance Program in the amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this contract.
- B. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- D. Professional Liability Insurance – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- E. Additional Named Insured – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- F. Waiver Of Rights Of Subrogation – Except for the Errors and Omissions Liability and Professional Liability, CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- G. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

- H. Proof Of Coverage – CONTRACTOR shall immediately furnish certificates of insurance to the SHERIFF evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SHERIFF, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until completion of such services. Within sixty (60) days of the commencement of this contract, CONTRACTOR shall furnish certified copies of the policies and all endorsements.
- I. Insurance Review – The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.
- J. Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

X. CHILD SUPPORT COMPLIANCE PROGRAM REQUIREMENTS

- A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY's Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required under the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). CONTRACTOR hereby certifies that it has submitted to the COUNTY a completed Principal Owner Information (POI Form) and Child Support Compliance Program Certification (CSCP Certification).
- B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of CONTRACTOR to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under law or any other provision of this contract, failure to cure such default within 90 days of notice by the San Bernardino County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract.

XI. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY

The Sheriff of San Bernardino County shall have the right to exercise COUNTY's authority under this contract, including the right to give notice of termination of this contract, at his sole discretion.

XII. FULL UNDERSTANDING

This contract, consisting of eight (8) pages including Attachment I, represents the full and complete understanding of the parties and supersedes all prior oral and written contracts or understandings between the parties. Any amendment to this contract shall be in writing, signed by both parties.

XIII. CAPACITY

COUNTY and CONTRACTOR each represent that they have the power to enter into this contract and that the persons signing below have been duly authorized.

CB Z:\Personal\WORD\Schools\CONCalState.DOC

COUNTY OF SAN BERNARDINO

Foundation for California State University – San Bdn
(Print or type name of corporation, company, contractor, etc.)

►
Jon D. Mikels, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated: _____

Name David Jones
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title Interim Executive Director
(Print or Type)

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By _____
Deputy

Address 5500 University Parkway
San Bernardino, CA 92407

Approved as to Legal Form

Reviewed by Contract Compliance

Reviewed for Processing

►
County Counsel, by Kevin L. Norris, Deputy

►

►
Agency Administrator/CAO

Date _____

Date _____

Date _____

Service Provider: Criminal Justice Department, California State University at San Bernardino (CSUSB).

Period of Performance: July 1, 1999 to December 31, 2003.

CSUSB, using faculty, consultants, and student researchers under the direction of Dr. Dale K. Sechrest, will obtain and analyze statistical data on participants in the Mentally Ill Offender Crime Reduction Act Demonstration Project awarded to the San Bernardino County Sheriff's Department. The goal of the evaluation is to document the overall success of the approaches, programs, or services implemented by the demonstration program, as well as specific improvements for individual clients involved in these efforts consistent with the 10 hypotheses stated in the proposal (pp. 17-18). Outcomes will be measured against the 10 objectives cited in the proposal (p. 6). All approaches, programs, or services applied will be subjected to analysis based upon performance and outcome measures, in order to link the techniques used with program outcomes.

Data analysis will compare experimental and control groups for San Bernardino Partners for Aftercare Networking (SPAN) program participants and compare a quasi-experimental group of probationers who accept mental health treatment against a comparison group of "nonacceptors," as described in the proposal (p. 18). Also, treated program dropouts (those who are rearrested, disappear, etc.) will be compared with individuals who complete the program (discharges) or are in continuing treatment status, and both groups will be compared with the control and comparisons groups. Descriptive and analytical statistics will be used to describe these study groups and compare their success rates.

CSUSB researchers will use existing data, as described below, and data obtained in the course of the study for follow-up of clients to determine re-admissions to the system, client contacts and performance (e.g., continued alcohol or substance abuse, program behavior, and staff documentation of program progress).

Baseline and Follow-up Data Collection

Baseline data on individual participants will be available through detention records; mental health status will be provided by the Department of Behavioral Health; County court status will come from probation records. The Department of Behavioral Health, the Sheriff's Department, and the Probation Department will provide data to evaluators from Cal State San Bernardino, under strict confidentiality regulations.

All data intended for analysis will be placed in an automated system maintained by the CSUSB research team for computer analysis using accepted statistical techniques. Findings will be aggregated; no offenders will be identified in the database or research reports, and all confidentiality requirements will be strictly observed. A key, unique "blind" identification

number, for each participant, will be entered into mental health and detention data bases to allow data storage and aggregation without identifying subjects by name.

The three major areas for data collection are:

- a. Admission/Baseline Data. Data from existing detention and mental health databases will be coded for each program participant, since they are readily available after completion by program staff. These data will be supplemented with data collected by project evaluation staff from mental health and detention sources. Available data will include demographics (age, gender, ethnicity, education, family, work history), offense of commitment, sentence length, custody level, classification information, prior offenses (criminal history), mental health history, diagnoses, treatments and medications, and reported substance abuse.
- b. Process Evaluation. Process evaluation focused on program activities/outputs, or documentation of the completion of goals that determine whether the program was implemented as intended. Elements included are described on p. 19 of the proposal. This evaluation will require coding needed data from existing and ongoing records for each subject.
- c. Progress/Follow-up. Mental health data (SIMON database) and court reports will be the primary basis for evaluating client success in the program. These data will be coded by evaluation staff in relation to participant background data. Participant termination will be decided based upon no evidence of further contact after a period of six months or reincarceration.

Cost-Effectiveness

Cost savings to the criminal justice system will be assessed consistent with the description in the proposal (pp. 19-20). This comparison will require that the participating agencies provide current, complete, and accurate data on the cost per client per year. The costs for services to which subjects are referred will be needed to provide the basis for estimating reductions in costs against traditional services. Detention data will include the cost of medications and reductions in detention bed-days (with related reductions in medication costs). Evaluators will depend upon the involved departments to provide complete, appropriate and accurate data on costs both pre and post program.

Reports

Evaluation staff will contribute to reports as required by the granting agency.